

# EXHIBIT A

**MORGAN, LEWIS & BOCKIUS LLP**  
(Pennsylvania Limited Liability Partnership)  
**502 Carnegie Center**  
**Princeton, NJ 08540-6241**  
**Richard G. Rosenblatt**  
**August W. Heckman III**  
**Phone: (609) 919-6696**  
**Fax: (609) 919-6701**  
**Attorneys for Defendant**  
**Office Depot, Inc.**

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEW JERSEY**

**CONSTANCE GIBBONS, individually  
and on behalf of all others similarly  
situated,**

**Civil Action No. 2:12-cv-02992 (DMC-JAD)**

**Plaintiff,**

**V.**

**OFFICE DEPOT, INC.,**

**Defendant.**

**OFFER OF JUDGMENT**

TO: Seth R. Lesser, Esq.  
Fran L. Rudich, Esq.  
Michael J. Palitz, Esq.  
**KLAFTER OLSEN & LESSER LLP**  
Two International Drive, Suite 350  
Rye Brook, New York 10573  
*Attorneys for Plaintiff*

**PURSUANT TO RULE 68** of the Federal Rules of Civil Procedure, Defendant Office Depot, Inc. (“Defendant”), hereby offers to allow judgment on all claims to be taken against it in this action, without actual adjudication and prior to fully litigating the action, by opt-in Linda

McQueen (“opt-in McQueen”), in the total sum of Forty-Nine Thousand, Four-Hundred Ninety-One Dollars and Forty-Eight Cents (\$49,491.48), plus reasonable attorneys’ fees and other costs, as provided by law and determined by the Court, against Defendant in this action that are incurred up to the date this Offer of Judgment is served.

In accordance with Rule 68, this offer of judgment shall remain open for fourteen (14) days after service and if not accepted within that period will be considered withdrawn.

To accept this offer of judgment, Plaintiff must serve written notice of acceptance thereof to the undersigned counsel within fourteen (14) days of being served.

This Offer of Judgment is made for the purposes specified in Rule 68, and is not to be construed either as an admission that Defendant is liable in this action, or that Plaintiff has suffered any damages.

This Offer of Judgment shall not be filed with the Court unless it is (a) accepted by Plaintiff in accordance with the above or (b) filed in a proceeding to determine costs.

Rule 68(d) states:

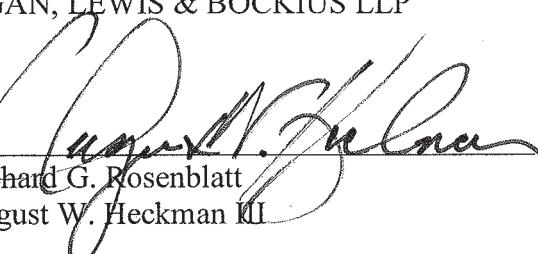
If the judgment that the offeree finally obtains is not more favorable than the unaccepted offer, the offeree must pay the costs incurred after the offer was made.

Dated: June 10, 2013

Respectfully submitted,

MORGAN, LEWIS & BOCKIUS LLP

By:

  
Richard G. Rosenblatt  
August W. Heckman III

502 Carnegie Center  
Princeton, NJ 08540-6241  
Phone: 609.919.6696  
Fax: 609.919.6701

*Attorneys for Defendant Office Depot, Inc.*

**CERTIFICATE OF SERVICE**

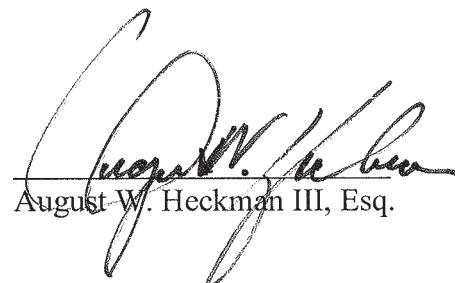
I hereby certify that a true and correct copy of Defendant's Offer of Judgment was served this 10th day of June, 2013 by email and U.S. Mail upon the following:

Seth R. Lesser, Esq.  
Fran L. Rudich, Esq.  
Michael J. Palitz, Esq.  
KLAFTER OLSEN & LESSER LLP  
Two International Drive, Suite 350  
Rye Brook, New York 10573

Shanon J. Carson, Esq.  
Sarah R. Schalman-Bergen, Esq.  
BERGER & MONTAGUE, P.C.  
1622 Locust Street  
Philadelphia, PA 19103

Gary Mason, Esq.  
Nicholas Migliaccio, Esq.  
Jason Rathod, Esq.  
WHITFIELD BRYSON & MASON LLP  
1625 Massachusetts Ave. NW, Suite 605  
Washington, DC 20036

*Attorneys for Plaintiff*



August W. Heckman III, Esq.

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**Phone: (609) 919-6696**  
**Fax: (609) 919-6701**  
**Attorneys for Defendant**  
**Office Depot, Inc.**

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEW JERSEY**

**CONSTANCE GIBBONS, individually  
and on behalf of all others similarly  
situated,**

**Plaintiff,**

**V.**

**OFFICE DEPOT, INC.,**

**Civil Action No. 2:12-cv-02992 (DMC-JAD)**

**Defendant.**

**OFFER OF JUDGMENT**

TO: Seth R. Lesser, Esq.  
Fran L. Rudich, Esq.  
Michael J. Palitz, Esq.  
KLAFTER OLSEN & LESSER LLP  
Two International Drive, Suite 350  
Rye Brook, New York 10573  
*Attorneys for Plaintiff*

**PURSUANT TO RULE 68** of the Federal Rules of Civil Procedure, Defendant Office Depot, Inc. (“Defendant”), hereby offers to allow judgment on all claims to be taken against it in this action, without actual adjudication and prior to fully litigating the action, by opt-in Terry

Parker (“opt-in Parker”), in the total sum of Twenty-One Thousand, Six-Hundred Twenty-Nine Dollars and Twenty Cents (\$21,629.20), plus reasonable attorneys’ fees and other costs, as provided by law and determined by the Court, against Defendant in this action that are incurred up to the date this Offer of Judgment is served.

In accordance with Rule 68, this offer of judgment shall remain open for fourteen (14) days after service and if not accepted within that period will be considered withdrawn.

To accept this offer of judgment, Plaintiff must serve written notice of acceptance thereof to the undersigned counsel within fourteen (14) days of being served.

This Offer of Judgment is made for the purposes specified in Rule 68, and is not to be construed either as an admission that Defendant is liable in this action, or that Plaintiff has suffered any damages.

This Offer of Judgment shall not be filed with the Court unless it is (a) accepted by Plaintiff in accordance with the above or (b) filed in a proceeding to determine costs.

Rule 68(d) states:

If the judgment that the offeree finally obtains is not more favorable than the unaccepted offer, the offeree must pay the costs incurred after the offer was made.

Dated: June 10, 2013

Respectfully submitted,

MORGAN, LEWIS & BOCKIUS LLP

By:

Richard G. Rosenblatt  
August W. Heckman III

502 Carnegie Center  
Princeton, NJ 08540-6241  
Phone: 609.919.6696  
Fax: 609.919.6701

*Attorneys for Defendant Office Depot, Inc.*

**CERTIFICATE OF SERVICE**

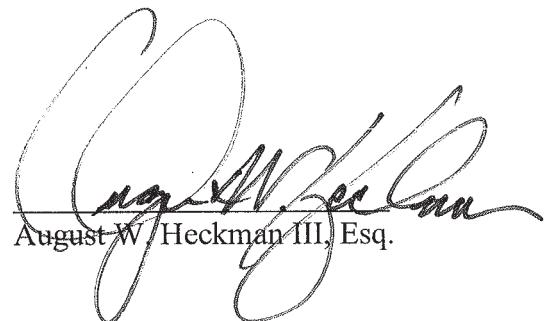
I hereby certify that a true and correct copy of Defendant's Offer of Judgment was served this 10th day of June, 2013 by email and U.S. Mail upon the following:

Seth R. Lesser, Esq.  
Fran L. Rudich, Esq.  
Michael J. Palitz, Esq.  
KLAFTER OLSEN & LESSER LLP  
Two International Drive, Suite 350  
Rye Brook, New York 10573

Shanon J. Carson, Esq.  
Sarah R. Schalman-Bergen, Esq.  
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Gary Mason, Esq.  
Nicholas Migliaccio, Esq.  
Jason Rathod, Esq.  
WHITFIELD BRYSON & MASON LLP  
1625 Massachusetts Ave. NW, Suite 605  
Washington, DC 20036

*Attorneys for Plaintiff*



August W. Heckman III, Esq.

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**Phone: (609) 919-6696**  
**Fax: (609) 919-6701**  
**Attorneys for Defendant**  
**Office Depot, Inc.**

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEW JERSEY**

**CONSTANCE GIBBONS, individually  
and on behalf of all others similarly  
situated,**

**Civil Action No. 2:12-cv-02992 (DMC-JAD)**

**Plaintiff,**

**V.**

**OFFICE DEPOT, INC.,**

**Defendant.**

**OFFER OF JUDGMENT**

TO: Seth R. Lesser, Esq.  
Fran L. Rudich, Esq.  
Michael J. Palitz, Esq.  
KLAFTER OLSEN & LESSER LLP  
Two International Drive, Suite 350  
Rye Brook, New York 10573  
*Attorneys for Plaintiff*

**PURSUANT TO RULE 68** of the Federal Rules of Civil Procedure, Defendant Office Depot, Inc. (“Defendant”), hereby offers to allow judgment on all claims to be taken against it in this action, without actual adjudication and prior to fully litigating the action, by Plaintiff

Constance Gibbons ("Plaintiff"), in the total sum of Thirty-Two Thousand, Six-Hundred Forty-Six Dollars and Twenty-Two Cents (\$32,646.22), plus reasonable attorneys' fees and other costs, as provided by law and determined by the Court, against Defendant in this action that are incurred up to the date this Offer of Judgment is served.

In accordance with Rule 68, this offer of judgment shall remain open for fourteen (14) days after service and if not accepted within that period will be considered withdrawn.

To accept this offer of judgment, Plaintiff must serve written notice of acceptance thereof to the undersigned counsel within fourteen (14) days of being served.

This Offer of Judgment is made for the purposes specified in Rule 68, and is not to be construed either as an admission that Defendant is liable in this action, or that Plaintiff has suffered any damages.

This Offer of Judgment shall not be filed with the Court unless it is (a) accepted by Plaintiff in accordance with the above or (b) filed in a proceeding to determine costs.

Rule 68(d) states:

If the judgment that the offeree finally obtains is not more favorable than the unaccepted offer, the offeree must pay the costs incurred after the offer was made.

Dated: May 24, 2013

Respectfully submitted,

MORGAN, LEWIS & BOCKIUS LLP

By:

Richard G. Rosenblatt  
August W. Heckman III

502 Carnegie Center  
Princeton, NJ 08540-6241  
Phone: 609.919.6696  
Fax: 609.919.6701

*Attorneys for Defendant Office Depot, Inc.*

**CERTIFICATE OF SERVICE**

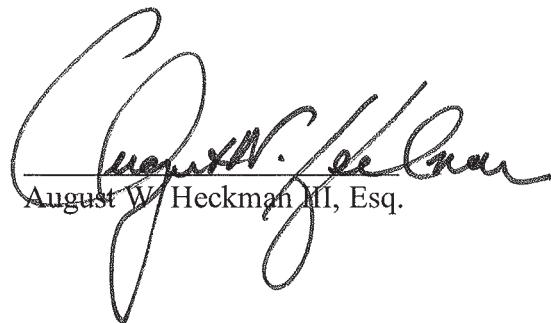
I hereby certify that a true and correct copy of Defendant's Offer of Judgment was served this 24 th day of May, 2013 by email and U.S. Mail upon the following:

Seth R. Lesser, Esq.  
Fran L. Rudich, Esq.  
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Nicholas Migliaccio, Esq.  
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Washington, DC 20036

*Attorneys for Plaintiff*



August W. Heckman III, Esq.